

# **EXHIBIT D**

Hon. Nicholas B. Straley

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SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

**GLEN BEACH and TANA BEACH,**

Plaintiffs,

vs.

**TEXACO INC.; BERRYMAN  
PRODUCTS, INC.; THE SAVOGRAN  
COMPANY; W.M. BARR & COMPANY,  
INC.; UNION OIL COMPANY OF  
CALIFORNIA, Successor-in-Interest to  
American Mineral Spirits Company;  
ASHLAND, INC.; ASHLAND CHEMCO,  
LLC; HOUGHTON CHEMCIAL  
CORPORATION; UNITED STATES  
STEEL CORPORATION; SHELL US,  
INC.; UNIVAR SOLUTIONS USA, LLC;  
PPG INDUSTRIES, INC.; THE  
SHERWIN-WILLIAMS COMPANY,  
Successor-in-Interest to Dupli-Color, Inc.**

Defendants.

Case No.: 25-2-11766-9 SEA

**FIRST AMENDED COMPLAINT FOR  
DAMAGES**

**[Clerk's Action Required]**

Plaintiffs GLEN BEACH and TANA BEACH allege as follows:

**I. VENUE AND JURISDICTION**

**1.1** Jurisdiction is appropriate in this Court by reason of RCW 2.08.010.

FIRST AMENDED COMPLAINT  
FOR DAMAGES – Page 1 of 17

**WATERS KRAUS PAUL &  
SIEGEL LLC**  
3141 HOOD STREET, SUITE 700  
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**1.2** Venue in King County, Washington is proper under RCW 4.12.020 and .025 in that defendants conduct business in King County. Venue is proper in King County, Washington pursuant to RCW 4.12.025, because one or more of the Defendants, including but not limited to TEXACO INC., SHELL US, INC., PPG INDUSTRIES, INC. and THE SHERWIN-WILLIAMS COMPANY are considered to reside in King County, Washington by virtue of conducting business in King County, Washington.

**1.3** Personal jurisdiction over defendants has been or will be obtained by service of process effected pursuant to 4.28.080. Specific personal jurisdiction exists over each and every Defendant because they purposefully availed themselves of the rights and protections of the State of Washington and because they committed tortious acts that form the basis for the Plaintiffs' cause of action in the State of Washington by exposing the GLEN BEACH to gasoline and benzene in the State of Washington.

**1.4** There is no diversity of citizenship. Defendants ASHLAND, LLC, UNIVAR SOLUTIONS USA, LLC and ENERGY TRANSFER (R&M), LLC are limited liability companies which, upon information and belief, have at least one unit holder which is a citizen of Mississippi.

## II. PARTIES

**2.1** Plaintiffs GLEN BEACH and TANA BEACH are citizens of the State of Mississippi and live in Pearlinton, Mississippi.

**2.2** Defendant **TEXACO INC.**, is a Delaware Corporation with its principle place of business located in San Ramon, California, and at all times relevant herein was and is

1 doing business in the State of Washington and in King County, and may be served with  
2 process by serving its registered agent: Prentice Hall Corporation System, 300 Deschutes  
3 Way SW, Suite 304, Tumwater, WA 98501. Defendant manufactured, produced, processed,  
4 marketed, distributed and sold benzene-containing gasoline and benzene-containing Texaco  
5 Rubber Repair Kit.

6  
7 **2.3** Defendant **BERRYMAN PRODUCTS, INC.** is a Texas Corporation with its  
8 principal place of business located in Arlington, Texas, and at all times relevant herein was  
9 and is doing business in the State of Washington and in King County, and may be served  
10 with process at its headquarters, 3800 E. Randol Mill Road, Arlington, Texas, 76011.  
11 Defendant manufactured, produced, processed, marketed, distributed and sold benzene-  
12 containing B-12 Chemtool.

13 **2.4** Defendant **THE SAVOGRAN COMPANY** is a Massachusetts Corporation  
14 with its principal place of business in Norwood, Massachusetts, and at all times relevant  
15 herein was and is doing business in the State of Washington and in King County, and may be  
16 served with process on its President, Mark Monique, 34 Miller Ave, Framingham,  
17 Massachusetts 01702. Defendant manufactured, produced, processed, marketed, distributed  
18 and sold benzene-containing Kutzit.

19 **2.5** Defendant **W.M. BARR & COMPANY, INC.** is a Tennessee Corporation  
20 with its principal place of business in Memphis, Tennessee , and at all times relevant herein  
21 was and is doing business in the State of Washington and in King County, and may be served  
22 with process at its headquarters located at 1715 Aaron Brenner Drive, Suite 600, Memphis,  
23

1 Tennessee. Defendant manufactured, produced, processed, marketed, distributed and sold  
2 benzene-containing Klean Kutter

3       **2.6** Defendant **UNION OIL COMPANY OF CALIFORNIA** is a California  
4 Corporation with its principle place of business located in San Ramon, California, and at all  
5 times relevant herein was and is doing business in the State of Washington and in King  
6 County, and may be served with process by serving its registered agent: Corporation Service  
7 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant  
8 manufactured, produced, processed, marketed, distributed and sold benzene which was used  
9 as an ingredient in B-12 Chemtool, Kutzit and Klean Kutter, and benzene-containing solvents  
10 ingredients used in EIDP, Inc. automotive paint and solvent products. Defendant also  
11 blended B-12 Chemtool.  
12

13       **2.5** Defendant **ASHLAND INC.** is a Delaware Corporation with its principal  
14 place of business in Wilmington, Delaware, and at all times relevant herein was and is doing  
15 business in the State of Washington and in King County, and may be served with process by  
16 serving its registered agent: CT Corporation System, 1801 West Bay Drive NW, Suite 206,  
17 Olympia, WA 98502. Defendant manufactured, produced, processed, marketed, distributed  
18 and sold benzene which was used as an ingredient in B-12 Chemtool, Kutzit and Klean  
19 Kutter, and benzene-containing solvents ingredients used in EIDP, Inc. automotive paint and  
20 solvent products. Defendant also blended B-12 Chemtool.  
21

22       **2.6** Defendant **ASHLAND CHEMCO INC.** Successor-by-Merger to Ashland  
23 LLC is a Delaware Corporation with its principal places of business located in Covington,

1 Kentucky, and at all times relevant herein was and is doing business in the State of  
2 Washington and in King County, and may be served with process by serving its principal  
3 place of business: 50 E. Riverside Boulevard, P.O. Box 391, Covington, Kentucky 41012.  
4 Defendant manufactured, produced, processed, marketed, distributed and sold benzene which  
5 was used as an ingredient in B-12 Chemtool, Kutzit and Klean Kutter, and benzene-  
6 containing solvents ingredients used in EIDP, Inc. automotive paint and solvent products.  
7 Defendant also blended B-12 Chemtool.  
8

9 **2.7** Defendant **HOUGHTON CHEMICAL CORPORATION**, is  
10 Massachusetts Corporation with its principal place of business in Allston, Massachusetts, and  
11 at all times relevant herein was and is doing business in the State of Washington and in King  
12 County, and may be served with process by serving its principal place of business: 52  
13 Cambridge Street, Allston, Massachusetts 02134. Defendant manufactured, produced,  
14 processed, marketed, distributed and sold benzene which was used as an ingredient in Kutzit.

15 **2.8** Defendant **UNITED STATES STEEL CORPORATION**, is a Delaware  
16 Corporation with its principle place of business located in Pittsburgh, Pennsylvania, and at all  
17 times relevant herein was and is doing business in the State of Washington and in King  
18 County, and may be served with process by serving its registered agent: Corporation Service  
19 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant  
20 manufactured, produced, processed, marketed, distributed and sold Raffinate which  
21 comprised approximately 90% of the chemical content of Liquid Wrench.  
22

1           **2.9** Defendant **SHELL US, INC.**, is a Delaware Corporation with its principle  
 2 place of business located in Houston, Texas, and at all times relevant herein was and is doing  
 3 business in the State of Washington and in King County, and may be served with process by  
 4 serving its registered agent: CT Corporation System, 1801 West Bay Drive NW, Suite 206,  
 5 Olympia, WA 98502. Defendant manufactured, produced, processed, marketed, distributed  
 6 and sold benzene-containing solvent ingredients used in PPG Industries, Inc. automotive  
 7 paint and solvent products, EIDP, Inc. automotive paint and solvent products and The  
 8 Sherwin-Williams Company automotive paint and solvent products.

10           **2.10** Defendant **UNIVAR SOLUTIONS USA, LLC** is a Washington limited  
 11 liability company with its principle place of business located in Downers Grove, Illinois, and  
 12 at all times relevant herein was and is doing business in the State of Washington and in King  
 13 County, and may be served with process by serving its registered agent: Corporation Service  
 14 Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant  
 15 manufactured, produced, processed, marketed, distributed and sold benzene-containing  
 16 solvent ingredients used in B-12 Chemtool, PPG Industries, Inc. automotive paint and  
 17 solvent products, EIDP, Inc. automotive paint and solvent products and The Sherwin-  
 18 Williams Company automotive paint and solvent products.

19           **2.11** Defendant **PPG INDUSTRIES, INC.** is a Pennsylvania Corporation with its  
 20 principle place of business located in Pittsburgh, Pennsylvania, and at all times relevant  
 21 herein was and is doing business in the State of Washington and in King County, and may be  
 22 served with process by serving its registered agent: Prentice Hall Corporation System, 300  
 23

1 Deschutes Way SW, Suite 208 CSC1, Tumwater, WA 98501. Defendant manufactured,  
2 produced, processed, marketed, distributed and sold benzene-containing automotive paints  
3 and solvents, including but not limited to primers, wax and grease removers, lacquer paints,  
4 lacquer thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers,  
5 and wax and grease removers.

6 **2.12** Defendant **THE SHERWIN-WILLIAMS COMPANY** is a Ohio  
7 Corporation with its principle place of business in Cleveland, Ohio, and at all times relevant  
8 herein was and is doing business in the State of Washington and in King County, and may be  
9 served with process by serving its registered agent: Corporation Service Company, 300  
10 Deschutes Way SW, Suite 304, Tumwater, WA 98501. Defendant manufactured, produced,  
11 processed, marketed, distributed and sold benzene-containing automotive paints and solvents,  
12 including but not limited to primers, wax and grease removers, lacquer paints, lacquer  
13 thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers, and  
14 wax and grease removers.

15  
16 **2.13** Defendant **EIDP, INC. f/k/a E.I. du Pont de Nemours & Co.** is a Delaware  
17 corporation with its principal place of business in Wilmington, Delaware, and at all times  
18 relevant herein was and is doing business in the State of Washington and in King County,  
19 and may be served with process by serving its registered agent: CT Corporation System,  
20 1801 West Bay Drive NW, Suite 206, Olympia, WA 98502. Defendant manufactured,  
21 produced, processed, marketed, distributed and sold benzene-containing automotive paints  
22 and solvents, including but not limited to primers, wax and grease removers, lacquer paints,  
23



1 lacquer thinners, enamel paints, enamel reducers, polyurethane paints, polyurethane reducers,  
2 and wax and grease removers.

### 3 **III. FACTS**

4 **3.1** Plaintiff Glen Beach worked as a gasoline station attendant and automotive  
5 mechanic at a Texaco gasoline station in Wapato, Washington at times between 1970 and  
6 1974. His duties included, among others, pumping gasoline, taking inventory of gasoline  
7 storage tanks, cleaning parts, repairing tires and performing mechanical work.

8 **3.2** During this time and in the course of his work, Plaintiff was exposed on a  
9 daily basis to benzene-containing Texaco gasoline, Texaco Rubber Repair Kit, B-12  
10 Chemtool, Liquid Wrench and other benzene-containing products (hereinafter "Products"),  
11 through inhalation, breathing, smelling and/or dermal absorption by direct skin contact with  
12 the Products and clothing contaminated with the Products, all of which were distributed,  
13 supplied, marketed, refined and/or manufactured by Defendants named above.

14 **3.3** Plaintiff Glen Beach performed non-occupational automotive mechanical  
15 work and built and painted hot rods, motor cycles and other vehicles while living in Wapato,  
16 Washington from 1970 to 1974. During this time and in the course of these activities,  
17 Plaintiff was regularly and frequently exposed to benzene-containing Texaco gasoline,  
18 Texaco Rubber Repair Kit, B-12 Chemtool, Liquid Wrench, Savogran Kutzit, Savogran  
19 lacquer thinner, W.M. Barr Klean Kutter, duPont Lucite lacquer paints and lacquer thinner,  
20 duPont Imron paint and reducer, PPG Deltron lacquer paints and lacquer thinner, Sherwin-  
21 Williams Martin Senour lacquer paints and lacquer thinner, VHT aerosol paints, Dupli-Color

1 aerosol paints and other benzene-containing products (hereinafter "Products"), through  
2 inhalation, breathing, smelling and/or dermal absorption by direct skin contact with the  
3 Products and clothing contaminated with the Products, all of which were distributed,  
4 supplied, marketed, refined and/or manufactured by Defendants named above.

5       **3.4** Plaintiff Glen Beach performed mechanical work at motorcycle and  
6 automotive repair shops Models Unlimited, Coppers Coat, Texas, Whatley's Motorcycles in  
7 Coppers Coat, Texas and Killeen Suzuki in Killeen, Texas from 1975 to 1978; Lone Star  
8 Cycle in Austin, Texas from 1979 to 1982; Village Toyota, in Austin, Texas from 1983 to  
9 1987; Crown Motors Toyota in Round Rock, Texas from 1988 to 1995; Japanese Auto  
10 Performance in Austin, Texas from 2000 to 2002; Crown Automotive in Austin, Texas from  
11 2003 to 2005; Street Toyota from 2006 to 2007; automotive repair shops in the New Orleans  
12 area including Harvey Ford from October, 2010 to November, 2011; automotive repair shops  
13 in Albuquerque, New Mexico including Rich Ford from December, 2011 to July, 2012;  
14 custom hot rod and automotive repair shop in Round Rock, Texas from July, 2012 to  
15 September, 2014; Academy Car Care and Repair in Colorado Springs, from September, 2014  
16 to February, 2015; Springs Auto and Truck in Colorado Springs, Colorado from February,  
17 2015 to September, 2015; and Auto Medic, in Mandeville, Louisiana in December, 2015 to  
18 December, 2016.

19       **3.5** During this time and in the course of these activities, Plaintiff was regularly  
20 and frequently exposed to benzene-containing B-12 Chemtool, Liquid Wrench, Kutzit, Klean  
21 Kutter, and other benzene-containing products (hereinafter "Products"), through inhalation,  
22

1 breathing, smelling and/or dermal absorption by direct skin contact with the Products and  
2 clothing contaminated with the Products, all of which were distributed, supplied, marketed,  
3 refined and/or manufactured by Defendants named above.

4       **3.6** Plaintiff Glen Beach performed non-occupational automotive mechanical  
5 work and built and painted hot rods, motor cycles and other vehicles from 1975 to 2016.  
6 During this time and in the course of these activities, Plaintiff was regularly and frequently  
7 exposed to benzene-containing B-12 Chemtool, Liquid Wrench, Kutzit, Klean Cutter and  
8 other benzene-containing products (hereinafter "Products"), through inhalation, breathing,  
9 smelling and/or dermal absorption by direct skin contact with the Products and clothing  
10 contaminated with the Products, all of which were distributed, supplied, marketed, refined  
11 and/or manufactured by Defendants named above.

12       **3.7** As the direct and proximate result of the Defendants' wrongful conduct, Glen  
13 Beach contracted the cancer Myelodysplastic Syndrome (MDS) and was diagnosed with  
14 MDS on or about November 28, 2024.

15       **3.8** Defendants failed to inform the users of their Products that gasoline is  
16 carcinogenic and that their Products contained a known human carcinogen, i.e. benzene, and  
17 that inhalation of benzene could occur and excessive dermal absorption of benzene could  
18 occur from working with and around their Products.

19       **3.9** Defendants failed to inform the users of their products that exposure to  
20 gasoline and that exposure to benzene from their Products Glen Beach were at an increased  
21 risk for developing cancer.

1           **3.10** Exposures to these Products, and Defendants' failures, actions, and inactions,  
 2 as detailed herein, were a legal cause of Glen Beach's cancer.

#### 3                                   **IV. CAUSES OF ACTION**

4           **4.1** At all times material hereto, Defendants manufactured, marketed, distributed  
 5 and sold the Products in a condition which made them defective and unreasonably dangerous.  
 6 Such defects were a producing cause of the Plaintiff's MDS and the damages sought herein.  
 7 Additionally, Defendants had knowledge and access to information that the Products they  
 8 designed, manufactured, marketed and sold possessed unreasonably dangerous qualities and  
 9 characteristics. Defendants knew of such dangers but failed to provide adequate warnings or  
 10 instructions for safe use. Defendants had access to information about the dangerous  
 11 characteristics of their benzene-containing products which should have been disclosed to  
 12 customers and end users of the Products, including but not limited to workers such as Glen  
 13 Beach. Thus, Defendants are liable to Plaintiff for negligence, gross negligence, and strict  
 14 liability for design defects, marketing defects, misrepresentation, and breach of warranty. All  
 15 of the foregoing were producing or proximate causes of the Plaintiffs' damages.

16                   **4.2    *Negligence and Gross Negligence:*** Defendants, at all times material to this  
 17 action had a duty to any and all consumers and end users, including Plaintiff, to exercise  
 18 reasonable care in the creation, manufacturing, production, and distribution of their  
 19 respective Products into the stream of commerce, including a duty to assure the products did  
 20 not pose a significantly increased risk of injury, including, without limitation, leukemia.  
 21 Defendants breached the duty owed to Plaintiff and were negligent as set forth below. Such  
 22  
 23

1 acts and omissions constitute negligence and were a proximate cause of the illness, injuries  
2 and damages sustained by Plaintiff. Defendants had actual awareness of the extreme degree  
3 of risk associated with exposure to the carcinogenic and poisonous Products they utilized,  
4 manufactured, processed, and/or distributed, and nevertheless proceeded with conscious  
5 indifference to the rights, safety, and welfare of Plaintiff by failing to act to minimize or  
6 eliminate these risks.

- 7
- 8 a. Defendants knew that the products they utilized, distributed, marketed, and/or  
9 manufactured were deleterious, poisonous, carcinogenic, and highly harmful  
10 to the Plaintiffs body and health; notwithstanding which, Defendants failed to  
11 take any precautions or to warn the Plaintiff of the dangers and harm to which  
12 he was exposed while handling these products.
- 13 b. Defendants knew that products used by or in proximity to Plaintiff were  
14 carcinogenic, deleterious, and highly harmful to his body and health and that  
15 Plaintiff would not have known of such dangerous properties; notwithstanding  
16 which, the Defendants failed to provide the Plaintiff with sufficient knowledge  
17 as to what would be reasonably safe and sufficient wearing apparel and proper  
18 protective equipment and appliances to protect him from being damaged by  
19 exposure to such products.
- 20 c. Defendants knew that the Products used by or in proximity to Plaintiff  
21 contained carcinogenic and highly harmful substances to the human body and  
22 health; notwithstanding with, the Defendants failed to take any precautions or  
23

1 to exercise care by placing any warnings or cautions on the containers such  
2 Products or the Products themselves, or otherwise assure that warnings and  
3 cautions actually reached the Plaintiff and his employer, to warn the handlers  
4 thereof the dangers to health in coming into with these Products;

5 d. The Defendants knew that the Products used by or in proximity to Plaintiff  
6 contained deleterious and carcinogenic substances; notwithstanding which, the  
7 Defendants failed to take reasonable care to warn the Plaintiff of said danger  
8 and/or instruct the Plaintiff in the proper handling of said products or to take  
9 proper precautions or exercise care to protect the Plaintiff from harm and  
10 failed to timely adopt and enforce a safely plan method of handling Products;  
11

12 e. Defendants knew or should have known that the Products that they introduced  
13 into the stream of commerce were carcinogenic and failed to adequately warn;

14 f. Defendants supplied Products with marketing, design, and/or manufacturing  
15 defects;

16 g. Such other acts or omissions of negligence gross negligence, malice and/or  
17 strict products liability that may be proven at trial.

18 **4.3 Strict Liability:** The Products to which Plaintiff was exposed were  
19 designed, produced, manufactured, marketed, sold and/or otherwise put into the stream of  
20 commerce by Defendants, and were used for their intended purpose. The Products were not  
21 reasonably safe as designed. At the time of manufacture, the likelihood that the Products  
22 would cause the Plaintiff's harm or similar harms, and the seriousness of those harms,  
23

1 outweighed the burden on the manufacturer to design a product that would have prevented  
2 those harms and the adverse effect that an alternative design that was practical and feasible  
3 would have on the usefulness of the product. The products were not reasonably safe because  
4 adequate warning or instructions were not provided with the product. At the time of  
5 manufacture, the likelihood that the product would cause the Plaintiff's harm or similar  
6 harms, and the seriousness of those harms, rendered the warnings or instructions of the  
7 manufacturer inadequate and the manufacturer could have provided adequate warnings or  
8 instructions. Defendants' failures rendered the Products unreasonably dangerous at the time  
9 they left the hands of the Defendants and were the proximate cause of the illness, injuries and  
10 damages sustained by the Plaintiff.  
11

12 **4.4 Breach of Warranty:** Defendants were merchants with respect to their  
13 benzene-containing Products. In connection with the manufacture, design, assembly, sales,  
14 supply, delivery, handling, marketing, advertising and instructing in the use of benzene-  
15 containing Products, Defendants warranted, either expressly or impliedly, that their Products  
16 were merchantable, when in fact they were not. These Products were unfit for the ordinary  
17 purposes or uses for which they were intended, including their use and handling by human  
18 beings. Further, these Defendants breached express and implied warranties under all  
19 applicable Washington state statutes and under common law.  
20

## 21 **V. DAMAGES**

22 **5.1** Plaintiffs have sustained the following damages as a result of the conduct of  
23 Defendants: Loss of consortium, physical pain and suffering, increased risk of death, further

1 illness, injury and disease, mental and emotional distress, loss of past and future wage  
2 income, lost future earning capacity, lost past and future medical and out of pocket expenses  
3 and other damages to be proven at trial.

4 **WHEREFORE**, Plaintiffs pray for judgment against each Defendant as follows:

5 Judgment in such amount as will fully and fairly compensate Plaintiffs for the  
6 losses suffered as a result of the above-described conduct of the Defendants.

7 Pre-judgment interest on these losses;

8 Such reasonable attorneys fees as are authorized by law;

9 All costs authorized by law;

10 Such further relief as the Court or the jury deems just and equitable.

11 Respectfully submitted, this 7<sup>th</sup> day of May, 2025.

12  
13 WATERS KRAUS PAUL & SIEGEL

14 /s/ Patrick J. Wigle

15 Patrick J. Wigle, WSBA No. 63338

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18 Phone: (214) 357-6244

19 Fax: (214) 357-7252

20 [Pwigle@waterskraus.com](mailto:Pwigle@waterskraus.com)

21  
22 ATTORNEYS FOR PLAINTIFFS



**CERTIFICATE OF SERVICE**

I certify that on the date shown below I sent a copy of the foregoing via E-mail and King County ECR/e-service to the following:

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DATED May 7, 2025.

s/ Kelley Hathcock\_\_\_\_\_  
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